

DAVID Y. IGE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
OFFICE OF CONSERVATION AND COASTAL LANDS
POST OFFICE BOX 621
HONOLULU, HAWAII 96809

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

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FIRST DEPUTY

JEFFREY T. PEARSON, P.E.
DEPUTY DIRECTOR - WATER

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BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

ref:OCCL:MC

File No: Loko I'a: OA-18-05

Ikaika Rogerson
Ke Kula Nui O Waimānalo
41-816 Kalaniana'ole Highway
Waimānalo, HI 96795

Dear Mr. Rogerson,

SUBJECT: LOKO I'A PERMIT OA-18-05: PĀHONU
Waimānalo, Ko'olaupoko, O'ahu
Offshore of TMK (1) 4-1-002:007

The Office of Conservation and Coastal Lands (OCCL) has reviewed the information you sent regarding the repair of the walls of Pāhonu fishpond offshore of the above subject parcel. The State-owned pond is on submerged lands in the Resource Subzone of the State Land Use Conservation District.

Ke Kula Nui O Waimānalo, a 501(c)3 organization, in partnership with Kua'āina Ula 'Auama (KUA) and the 'E Alu Pū network, is proposing to restore the walls of Pāhonu. They would like to commence work during the 2018 E Alu Pū Annual Gathering the weekend of July 20th to July 23rd. Once the wall is repaired the Waimānalo Limu Hui proposes to use the restored kuapā to replenish the native limu in the area. The Hui also intends to use the pond as an outdoor public classroom to educate its members on limu ecology and propagation.

Pāhonu is a kuapā-style loko i'a near Kaiona Beach Park in Waimānalo, O'ahu. The outer wall is approximately 780 feet long, and extends between 80 and 110 feet from the shore. The pond is bifurcated by a middle wall, creating two sub-units of approximately 0.5 acres and 1.5 acres. The substrate is predominately sand. A small beach runs along the shore at low tide, though it is completely covered at high tide.

The original date of the construction of Pāhonu is unknown, although oral histories indicate that it predates the unification of the islands under Kamehameha. According to local tradition the ponds were used as a holding pen for honu, which were reserved for the chief of the 'ili of Kukui.

The pond is bounded on the shoreline-side by modern seawalls. OCCL investigated the seawall offshore of TMK (1) 4-1-002:007 as a possible encroachment in 2014. The Office concluded that the wall was a non-conforming use dating from the 1930s, and had no objections to the parcel owner pursuing an easement with DLNR's Land Division.

The State Land Abstractor studied the disposition of the "rock walled enclosure ... commonly known as Pāhonu," and in a letter dated August 11, 2014 found that:

The earliest reference to the name "Pahonu" given for this enclosure is found in Land Commission Award Number 25-I (LCA 234-I) issued to Pahanua on December 2, 1850. When Pahanua made his claim for LCA 234-I, witnesses stated he received the land from Lono in the time of Kina'u in 1839. LCA 234-I describes Apana 2 as being a house lot at "Pahonu, Waimanalo, Oahu." The English translation of Pahonu is "Turtle Enclosure" or "Turtle Pond." The sketch made as part of LCA 324-I does not illustrate or provide a metes and bounds description of the enclosure. This is important to point out because clearly the enclosure was not part of the land awarded to Pahanua.

The Abstractor concluded that *title to the enclosure is in the State of Hawaii, and as part of the Public Trust Lands inventory is recognized as held in trust by the State of Hawaii for its present and future generations.* (ref OA-14-02)

It is unclear when the ponds went out of production. A regional map from 1916 shows fishpond walls extending off-shore in a semi-circle, while a map from 1949 only shows the southeastern curve of the wall. The pond walls were refurbished by the City and County in 1960, but were not maintained afterwards.

The pond is currently used as a semi-protected swimming area by park users.

The pond walls are clearly visible in satellite photos, although most sections are submerged at high tide. The original rocks are believed to be on site, either on the sand or buried just beneath it. The walls will be built using traditional dry-stack techniques using hand tools such as 'ō'ō. No outside rocks will be used. On the primary work day with the gathering volunteers from Paepae o He'eia will supply floating rafts to assist the workers in moving rocks closer to the kuapā. Volunteers will access the site from nearby Kaiona Beach Park.

Ke Kula Nui O Waimānalo intends to work first on the walls of the larger pond section, where a higher percentage of rocks lie above the sand. Future work days involving the smaller section of the pond, where many of the rocks are partially buried by the sand, will be planned based upon the outcome of the first phase of the restoration.

Waimānalo Limu Hui will replenish the native limu using the traditional method of tying live limu to the kuapā walls, and allowing the spores to naturally spread to the adjacent rocks and coral heads. The hui anticipates that the reintroduction of limu will eventually attract honu back into the bay. DLNR's Division of Aquatic Resources (DAR) has reviewed the proposal, and requested that a condition of the permit be that only native species of limu be used.

No exclusive use is being proposed.

Ke Kula Nui O Waimānalo will employ the following best management practices during the repair of the walls:

- Only rocks currently on-site will be used to in the wall reconstruction. No new material will be added.
- No mechanized equipment will be used during the restoration. All activities will be constructed by hand or hand tools ('ō'ō).
- Environmental monitoring will be conducted daily for the preservation of protected species, even though no protected species have been seen in the area.

- Setting of the rock wall will be conducted under the direction of cultural practitioners with training and experience in traditional Hawaiian dry-stacked masonry techniques.
- Cultural protocols will be established by the masons or other appropriate designated cultural practitioners.
- Wall refurbishment will be conducted on days with calm seas, low wind conditions and at low tide.

Land Division has reviewed the proposal, and has recommended that the Chair issue a Right of Entry to Ke Kula Nui O Waimānalo and to Waimānalo Limu Hui concurrent with this permit.

After reviewing the application, the Department finds that

1. The plan to manually repair the walls, and to prorogate native limu species, at Pāhonu, Waimānalo, O'ahu, on submerged lands offshore of TMK (1) 4-1-002:007, is consistent with Conservation District Use Permit (CDUP) ST-3703 for the Ho'āla Loko I'a program, as approved by the Board of Land and Natural Resources on June 27, 2014;
2. That the activities described were covered in the Final Environmental Assessment (FEA) and Finding of No Significant Impact (FONSI) for the Ho'āla Loko I'a program, which was published on October 23, 2013;
3. That the proposal requires the need for a Tier 1 Loko I'a permit signed by OCCL;
4. That the State Department of Health water quality certifications are waived pursuant to Hawai'i Revised Statutes (HRS) Chapter 342D WATER POLLUTION §6.5 Hawaiian loko i'a (b) *The department shall waive the requirement to obtain water quality certification under this chapter for any person that has received notice of authorization to proceed from the Department of Land and Natural Resources Office of Conservation and Coastal Lands under the statewide programmatic general permit for the restoration, repair, maintenance, and operation of loko i'a;* and
5. That the standard conditions found in Hawai'i Administrative Rules (HAR) §13-5-42 apply.

After careful review of the proposed project, the Department authorizes a Tier 1 Loko I'a permit and a Right-of-Entry to Ke Kula Nui O Waimānalo and to Waimānalo Limu Hui for the work at Pāhonu fish pond, Waimānalo, Ko'olaupoko, O'ahu, on submerged lands offshore of TMK (1) 4-1-002:007, subject to the following standard conditions:

1. The permittee shall comply with all applicable statutes, ordinances, rules, and regulations of the federal, state, and county governments, and applicable parts of this chapter;
2. The permittee, its successors and assigns, shall indemnify and hold the State of Hawai'i harmless from and against any loss, liability, claim, or demand for property damage, personal injury, and death arising out of any act or omission of the applicant, its successors, assigns, officers, employees, contractors, and agents under this permit or relating to or connected with the granting of this permit;
3. The permittee will follow the terms and conditions of the right-of-entry permit as shown on Attachment 1;
4. The permittee shall comply with all applicable department of health administrative rules;

5. All representations relative to mitigation set forth in the application are incorporated as conditions of the permit;
6. The permittee understands and agrees that the permit does not convey any vested right(s) or exclusive privilege;
7. In issuing the permit, the department and board have relied on the information and data that the permittee has provided in connection with the permit application. If, subsequent to the issuance of the permit such information and data prove to be false, incomplete, or inaccurate, this permit may be modified, suspended, or revoked, in whole or in part, and the department may, in addition, institute appropriate legal proceedings;
8. Where any interference, nuisance, or harm may be caused, or hazard established by the use, the permittee shall be required to take measures to minimize or eliminate the interference, nuisance, harm, or hazard;
9. The permittee acknowledges that the approved work shall not hamper, impede, or otherwise limit the exercise of traditional, customary, or religious practices of native Hawaiians in the immediate area, to the extent the practices are provided for by the Constitution of the State of Hawai'i, and by Hawai'i statutory and case law;
10. Should historic remains such as artifacts, burials or concentration of charcoal be encountered, work shall cease immediately in the vicinity of the find, and the find shall be protected from further damage. The contractor shall immediately contact HPD (692-8015), which will assess the significance of the find and recommend an appropriate mitigation measure, if necessary;
11. The permittee will continue to follow the Best Management Practices as described in the current application;
12. Only native species of limu will be used for replenishment activities;
13. Other terms and conditions as prescribed by the chairperson;
14. Failure to comply with any of these conditions shall render a permit void under the chapter, as determined by the chairperson or board.

Please acknowledge receipt of this approval, with the above noted conditions, in the space provided below. Please sign two copies. Retain one and return the other within thirty days. Should you have any questions feel free to contact Michael Cain at 587-0048.

Sincerely,



Suzanne D. Case, Chairperson
Board of Land and Natural Resources

Receipt acknowledged:

Permittee's Signature

Date

copy: BLNR Chair; BLNR O`ahu Representative; DOFAW (attn: Moana Rowland), Land Division; County Planning

Right-of-Entry Terms and Conditions

1. This right-of-entry permit shall commence upon acceptance of the terms and conditions herein and provision of liability insurance mentioned in paragraph 2, and will run concurrently with this CDUP.
2. Applicant, its consultants, contractors and/or persons acting for or on its behalf shall procure, at their own cost and expense, and maintain during the entire period of this right-of-entry, from an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-VIII" or other comparable and equivalent industry rating, a policy or policies of general liability insurance or its equivalent, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with the State of Hawaii, Department of Land and Natural Resources. The insurance shall cover the entire premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the premises in the use or control of Applicant and its consultants, contractors and/or persons acting for or on its behalf. Applicant, its consultants, contractors and/or persons acting for or on its behalf shall furnish the Department with a certificate(s) showing the policy(s) to be initially in force, keep certificate(s) on deposit during the entire period and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited to scope of coverage, or nonrenewed until written notice has been given to the Department. The Department shall retain the right at any time to review the coverage, form, and amount of the insurance required. If, in the opinion of the Department, the insurance provisions in this right-of-entry do not provide adequate protection for the Department, the Department may require Applicant, its consultants, contractors and/or persons acting for or on its behalf to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Department's requirements shall be reasonable but be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Department shall notify Applicant in writing of changes in the insurance requirements and Applicant, its consultants, contractors and/or persons acting for or on its behalf shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the Department incorporating the changes within receipt of the notice. The procuring of the required policy(s) of insurance shall not be construed to limit Applicant, its consultants, contractors and/or persons acting for or on its behalf, liability under this right-of-entry nor to release or relieve the Applicant, its consultants, contractors and/or persons acting for or on its behalf of the indemnification provisions and requirements of this right-of-entry. Notwithstanding the policy(s) of insurance, Applicant, its consultants, contractors and/or persons acting for or on its behalf shall be obligated for the full and total amount of any damage, injury, or loss caused by Applicant's consultants, contractors and/or persons acting for or on its behalf negligence or neglect connected with this right-of-entry.
3. At all times herein, Applicant, its consultants, contractors and/or persons acting for or on its behalf shall keep the right-of-entry area or premises in a strictly clean, sanitary and orderly condition.

4. Applicant, its consultants, contractors and/or persons acting for or on its behalf shall be responsible for cleaning and restoring the area or premises to its original condition or a condition satisfactory to the Department of Land and Natural Resources upon termination of the right-of-entry permit. All trash shall be removed from the area or premises.
5. Applicant, its consultants, contractors and/or persons acting for or on its behalf comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws applicable to the right-of-entry area or premises, now in force or which may be in force.
6. Applicant, its consultants, contractors and/or persons acting for or on its behalf indemnify, defend, and hold the State of Hawaii, Department of Land and Natural Resources harmless from and against any claim or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage, arising out of or resulting from: (1) any act or omission on the part of Applicant, its consultants, contractors and/or persons acting for or on its behalf relating to Applicant, its consultants, contractors and/or persons acting for or on its behalf use, occupancy, maintenance, or enjoyment of the right-of-entry area or premises; (2) any failure on the part of Applicant, its consultants, contractors and/or persons acting for or on its behalf to maintain the right-of-entry area or premises and areas adjacent thereto in Applicant, its consultants, contractors and/or persons acting for or on its behalf use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of Applicant, its consultants, contractors and/or persons acting for or on its behalf to maintain the area or premises in a safe condition; and (3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of Applicant, its consultants, contractors and/or persons acting for or on its behalf non-observance or non-performance of any of the terms, covenants, and conditions of this right-of-entry or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.
7. Applicant, its consultants, contractors and/or persons acting for or on its behalf shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Applicant, its consultants, contractors and/or persons acting for or on its behalf shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the right-of-entry area or premises any such materials except to use in the ordinary course of Applicant, its consultants, contractors and/or persons acting for or on its behalf business, and then only after written notice is given to the State of Hawaii, Department of Land and Natural Resources of the identity of such materials and upon the Department's consent which consent may be withheld at the Department's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Applicant, its consultants, contractors and/or persons acting for or on its behalf, then the Applicant, its consultants, contractors and/or persons acting for or on its behalf shall be responsible for the cost thereof. In addition, Applicant, its consultants, contractors and/or persons acting for or on its behalf shall execute affidavits, representations and the like from time to time at the Department's request concerning Applicant, its consultants, contractors and/or persons acting

for or on its behalf best knowledge and belief regarding the presence of hazardous materials on the right-of-entry area or premises placed or released by Applicant, its consultants, contractors and/or persons acting for or on its behalf.

8. Applicant, its consultants, contractors and/or persons acting for or on its behalf agree to indemnify, defend and hold the State of Hawaii, Department of Land and Natural Resources harmless, from any damages and claims resulting from the release of hazardous materials on the right-of-entry area or premises occurring while Applicant, its consultants, contractors and/or persons acting for or on its behalf is/are in possession, or elsewhere if caused by Applicant, its consultants, contractors and/or persons acting for or on its behalf. These covenants shall survive the expiration or earlier termination of this right-of-entry.

For purposes of this right-of-entry, "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

9. Applicant, its consultants, contractors and/or persons acting for or on its behalf in the exercise of this right-of-entry shall use appropriate precautions and measures to minimize inconveniences to surrounding residents, landowners, and the public in general.
10. Applicant, its consultants, contractors and/or persons acting for or on its behalf shall not store any personal belongings in the right-of-entry area or premises during the effective period of this right-of-entry
11. All costs associated with the construction within the right-of-entry area or premises shall be the sole responsibility of Applicant, its consultants, contractors and/or persons acting for or on its behalf
12. Applicant, its consultants, contractors and/or persons acting for or on its behalf shall maintain and employ debris, pollution and contamination control measures, safeguards and techniques to prevent debris, pollution or contamination to the ocean waters, streams or waterways resulting from Applicant, its consultants, contractors and/or persons acting for or on its behalf use, maintenance, repair and operation of the right-of-entry area or premises, and shall take immediate corrective action in the event of such pollution or contamination to immediately remove the cause of such pollution or contamination, and shall immediately clean the right-of-entry area or premises and its surrounding waters of such pollutant or contaminant and restore to the State of Hawaii, Department of Land and Natural Resources satisfaction the areas affected by such pollution or contamination, all at Applicant, its consultants, contractors and/or persons acting for or on its behalf own cost and expense.
13. Excavated material (sand) shall be placed on the shoreline and not removed from the shoreline.

14. Best management practices shall be employed to avoid having silt or dirt enter the ocean.
15. In the event any unanticipated sites or remains such as bone or charcoal deposits, human burials, rock or coral alignments, pavings or walls are encountered Applicant, its consultants, contractors, and/or persons acting for or on its behalf shall stop work and contact the State Historic Preservations Division in Kapolei at (808) 692-8015 immediately.
16. This right-of-entry or any rights hereunder shall not be sold, assigned, conveyed, leased, let, mortgaged or otherwise transferred or disposed.
17. All disputes or questions arising under this right-of-entry shall be referred to the Chairperson of the Board of Land and Natural Resources for a determination and resolution of the dispute or question. The Chairperson's decision shall be final and binding on the parties herein.
18. The Department of Land and Natural Resources reserves the right to impose additional, but responsible terms and conditions as it deems necessary while this right-of-entry permit is in force.
19. Applicant, its consultants, contractors and/or persons acting for, or on its behalf, shall follow all terms and conditions listed in this CDUP.
20. Applicant shall provide an additional signed copy of this CDUP to the respective district land office:

District Land Offices Contact Information

County	Address	Tel.	Fax
Honolulu	1151 Punchbowl St., Room 220, Honolulu, HI 96813	(808) 587-0433	(808) 312-6357
Maui	54 High St., Room 101, Wailuku, HI 96793	(808) 984-8103	(808) 984-8115
Hawaii	75 Aupuni St., Room 204, Hilo, HI 96720	(808) 961-9590	(808) 961-9599
Kauai	3060 Eiwa St., Room 208, Lihue, HI 96766	(808) 274-3491	(808) 241-3535

Pahonu Pond, Waimanalo





HO'ALA LOKO I'A APPLICATION

FISHPOND NAME: Pāhonu

APPLICANT NAME: Ikaika Rogerson

Pond location: Waimānalo, Makapu'u of Kaiona Beach Park

Nearest Tax Map Key(s): 4-1-002:007-A

Ahupua'a: Waimānalo

District: Ko'olaupoko

Island: O'ahu

Commencement Date: July 15, 2018

Completion Date: August 15, 2018

Wall length: 750ft

Pond surface area: 68,750 FTSQ / 1.57AC

WORK SUMMARY

- ☐ Operations only
- ☐ Construction of accessory structures
- ☒ Minor repair and restoration of pond walls, 'auwai, mākāhā, etc.
- ☐ Moderate repair and restoration (10% to 50% damage)
- ☐ Major repair and restoration (greater than 50% damage)

Linear feet of wall to be repaired (rocks on site):

Linear feet of wall to be restored (new rock):

Source of new rock:

Amount of "fill" (expansion beyond original footprint):

- ☐ Dredging using mechanized equipment
 - Estimated volume of dredging:
 - ☐ Vegetation removal using mechanized equipment
 - Estimated acreage:
 - ☐ Emergency repair
-

REQUIRED SIGNATURES

Applicant

Name / Hui: Ke Kula Nui O Waimānalo

Street Address: 41-816 Kalanianaʻole Hwy.

Waimānalo, HI 96795

Contact Person & Title: Ikaika Rogerson

Phone: (808)330-4994

Email: ikaikarogerson@hotmail.com

Interest in Property: Cultural Significance to the ahupuaʻa of Waimānalo

Signature: 

Date: 6/5/2018

Signed by an authorized officer if for a Corporation, Partnership, Agency or Organization

Landowner (if different than the applicant)

Name:

Title; Agency: DLNR

Mailing Address:

Phone:

Email:

Signature:

Date:

For State-owned ponds, the government entity with management control over the parcel shall sign as landowner.

Agent

Agency: Ke Kula Nui O Waimānalo

Contact Person & Title: Ikaika Rogerson

Mailing Address: 41-816 Kalanianaʻole Hwy.

Waimānalo, HI 96795

Phone: (808)330-4994

Email: ikaikarogerson@hotmail.com

Signature: 

Date: 6/5/2018

For DLNR Managed Lands

State of Hawaiʻi

Chairperson, Board of Land and Natural Resources

Department of Land and Natural Resources

P.O. Box 621

Honolulu, Hawaii 96809-0621

Signature:

Date:

DESCRIPTION OF THE LOKO I'A

Please discuss the current physical and environmental conditions of the loko i'a. Please also note if any endangered or threatened species are found in the pond.

The approximately 1.5 acres pond had been used by the residents of Waimānalo and Kama'āina alike as a safe place to learn how to swim and relax in recent times. It's a protected cove and the shallow waters allow for people of all ages to enjoy.

The wall is currently in a state of disrepair and in need of some TLC. The wall has fallen down in both directions making for a wider footprint that during high tide is completely underwater.

In recent observation by the Waimānalo Limu Hui, there are no endangered or threatened species that will be affected by the proposed work to be done to the wall.

HISTORY OF THE LOKO I'A

The cultural significance of Pāhonu dates prior to King Kamehameha unifying the islands with chief Kuikui of the 'Ili named kukui. This chief favored the taste of honu (Turtle) so much that he forbade the villagers from eating Honu, which they obeyed. He had two ponds constructed as holding ponds for his beloved delicacy. If a fisherman caught a honu, they were to put it into the enclosure. When he fancied the taste for honu, his villagers would catch the Honu and prepare it for the Chief. No one was allowed to eat honu meat or they would be killed.

The chief named the pond after his cherished wife, Pāhonu, which literally means turtle enclosure.

The pond wall of the Makapu'u pond was refurbished in the 1960's. It sits on City & County land and hasn't been properly cared for in the past 60 years.

PROPOSED WORK PLAN

Please provide a summary of the work that is being proposed under this permit. Please note any use of mechanized equipment.

Ke Kula Nui O Waimānalo, a 501(c)(3) Organization, in partnership with KUA and the E Alu Pū network, is requesting to restack the wall to its original grandeur. We intend to do all work by hand, using hand tools, shovels, and buckets. The rocks are all located onsite and will be restacked using the dry stack method. Wall building will be conducted with safety first.

The wall is in disrepair due to tidal currents, storm surges and trade swells. Most recently are the effects of the King tides that completely submerge the kuapā (wall). The area is exposed to easterly trade swells, which consistently damage the kuapā, that become more damaging during storms and winter swells.

The need for repair and continued maintenance is evident and should be done in a manner that has the least negative impact on the pond and surrounding ecosystems. The E Alu Pū network members will perform most of the work. Any supporting volunteer groups or community members will be under the supervision of the E Alu Pū network members.

Once the wall is repaired, the Waimānalo Limu Hui will use the kuapā to replenish the once

abundant limu (algae) native to Waimānalo, primarily using the limu lei method tying lei to the rocks of the kaupā and spreading spores to the adjacent rocks and coral in the surrounding area. The Waimānalo Limu Hui will also continue to educate participants on the importance of growing limu in the bay as it is the basis of the food chain in the ocean. The addition of limu to Waimānalo Bay will eventually attract the honu (turtle) back to the bay.

PROPOSED OPERATIONS PLAN

Please discuss what species you intend to raise in the pond, and your proposed methods of stocking, raising, and harvesting these species.

There are no operations plan at this time.

CONSISTENCY WITH HO‘ALA LOKO I‘A PROGRAM

Please discuss how this proposal is consistent with Conservation District Use Permit (CDUP) ST-3703 (available online at dlnr.hawaii.gov/special-projects) and which tier-level the project falls under.

Ke Kula Nui O Waimānalo in conjunction with KUA Hawaii is seeking a tier-one permit for the manual repair of the seaward wall of Pāhonu as it has fallen since its last repair in the 60's. The primary wall is still intact and all material is onsite. The footprint of the existing wall will be reduced from its current state as the repair is underway stacking the fallen rocks back onto the original foundation.

BEST MANAGEMENT PRACTICES

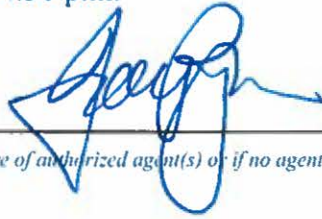
Please discuss the BMPs that will be followed to protect both the environment and the integrity of the pond (users' guide forthcoming).

- * Only rocks currently on-site will be used to in the wall reconstruction. No new material will be added.
 - * No mechanized equipment will be used during the restoration. All activities will be constructed by hand or hand tools ('ō'ō).
 - * Environmental monitoring will be conducted daily for the preservation of protected species, even though no protected species have been seen in the area.
 - * Setting of the rock wall will be conducted under the direction of cultural practitioners with training and experience in traditional Hawaiian dry-stacked masonry techniques.
 - * Cultural protocols will be established by the masons or other appropriate designated cultural practitioners.
 - * Wall refurbishment will be conducted on days with calm seas, low wind conditions and at low tide.
-

CERTIFICATION

I hereby certify that I have read this completed application and that, to the best of my knowledge, the information in this application and all attachments and exhibits is complete and correct. I understand that the failure to provide any requested information or misstatements submitted in support of the application shall be grounds for either refusing to accept this application, for denying the permit, or for suspending or revoking a permit issued on the basis of such misrepresentations, or for seeking of such further relief as may seem proper to the Land Board.

I hereby authorize representatives of the Department of Land and Natural Resources to conduct site inspections on my property. Unless arranged otherwise, these site inspections shall take place between the hours of 8:00 a.m. and 4:30 p.m.



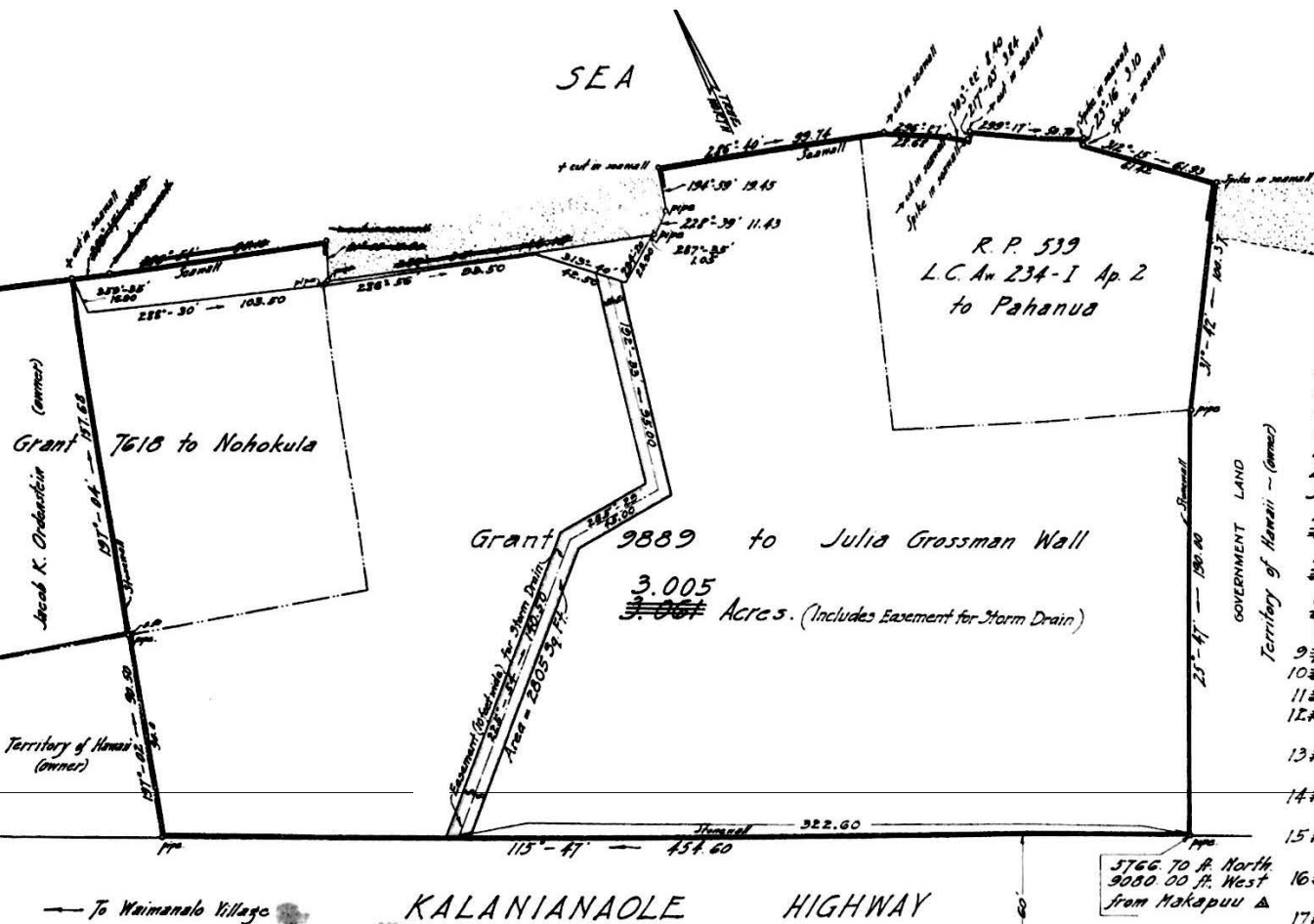
Signature of authorized agent(s) or if no agent, signature of applicant

AUTHORIZATION OF AGENT

I hereby authorize
concerning this application.

to act as my representative and to bind me in all matters

Signature of applicant(s)



LAND COURT
TERRITORY OF HAWAII
Map and Description with Application 997 (Amended)
Julia Grossman Wall - Applicant.
Being land situated on the Northeast side of Kalaniana'ole Highway
at PAHONU, WAIMANALO, KOOLAUPOKO, OAHU, T.H.
Being R. P. 539, L.C. No. 234-I Ap. 2 to Pahanua, Grant 9889
to Julia Grossman Wall and a portion of Grant 7618 to Nohokula

Beginning at a pipe at the South corner of this piece of land, being also the South corner of Grant 9889 to Julia Grossman Wall, and on the Northeast side of Kalaniana'ole Highway, the co-ordinates of said point of beginning referred to Government Survey Triangulation Station "MAKAPUU" being 5766.70 feet North and 9080.00 feet West, and running by true azimuths:—

- 1- 115°-47' 434.60 ft. along the Northeast side of Kalaniana'ole Highway to a pipe;
- 2- 197°-02' 90.50 ft. along Government Land and passing over a pipe at 500 feet;
- 3- 197°-04' 157.68 ft. along remainder of Grant 7618 to Nohokula to a + cut in outer face of seawall at high water mark;
- 4- 359°-35' 16.22 ft. along high water mark;
- 5- 225°-34' 140.50 ft. along outer face of seawall, along high water mark;
- 6- 225°-34' 140.50 ft. along high water mark;
- 7- 225°-34' 140.50 ft. along high water mark;
- 8- 225°-34' 140.50 ft. along high water mark;
- 9- 225°-34' 140.50 ft. along high water mark;
- 10- 225°-34' 140.50 ft. along high water mark;
- 11- 194°-59' 19.45 ft. along high water mark to a + cut in seawall;
- 12- 225°-34' 140.50 ft. along outer face of seawall, along high water mark to an → cut in seawall;
- 13- 296°-27' 28.68 ft. along outer face of seawall, along high water mark to an → cut in seawall;
- 14- 303°-22' 8.40 ft. along outer face of seawall, along high water mark to a spike in seawall;
- 15- 217°-03' 3.84 ft. along outer face of seawall, along high water mark to an → cut in seawall;
- 16- 299°-17' 50.70 ft. along outer face of seawall, along high water mark to a spike in seawall;
- 17- 23°-16' 3.10 ft. along outer face of seawall, along high water mark to a spike in seawall;
- 18- 312°-15' 61.93 ft. along outer face of seawall, along high water mark and passing over a spike in seawall at 612 ft.;
- 19- 31°-42' 100.37 ft. along Government Land to a pipe;
- 20- 25°-47' 190.00 ft. along Government Land to the point of beginning, and containing an area of 3.005 acres.

SUBJECT, HOWEVER, to an easement right (10 feet wide) for a Storm Drain in favor of the Territory of Hawaii through Land Court Application 997, Julia Grossman Wall - Applicant, from the proposed Kalaniana'ole Highway to the sea, the center line of said easement right is described as follows:

Beginning at the Southwest end of the center line of this right of way, and on the North side of the proposed Kalaniana'ole Highway (80 feet wide), the true azimuth and distance from a pipe at the South corner of Land Court Application 997, being 115°-47' 322.6 feet and the coordinates of said pipe referred to Government Survey Trig. Station "MAKAPUU" being 5766.70 feet North and 9080.00 feet West, as shown on Government Survey Registered Map 2833, and running as follows, all azimuths being measured clockwise from true South:—

1. 225°-34' 140.5 feet;
 2. 265°-25' 45.0 feet;
 3. 192°-35' 95.0 feet to high-water mark.
- Area = 2803 Square Feet.

SUBJECT, ALSO, to easement for government water pipe lines which cross all of the lots described in said Land Patent Grant 9889 to Julia Grossman Wall until such time as said water pipe lines are relocated within Kalaniana'ole Highway.

Map and description amended and inserted hereon and easements added hereon by Order of the Judge of the Land Court dated July 11, 1932.
Honolulu, T.H.
July 11, 1932.
Robert D. King
Surveyor, Territory of Hawaii.

I hereby certify that the description of survey and map hereon has been examined and the boundaries checked and verified on the ground and found to be in accord.
Honolulu, T.H.
January 27, 1931.
Robert D. King
Surveyor, Territory of Hawaii.

Honolulu, T.H.
September 25th 1930.
Julia Grossman Wall - Applicant,
by J. A. [Signature] - Attorney.

WRIGHT, HARVEY & WRIGHT.
By [Signature]
Surveyor & maker of plan,
419 S.M. Daman Building.

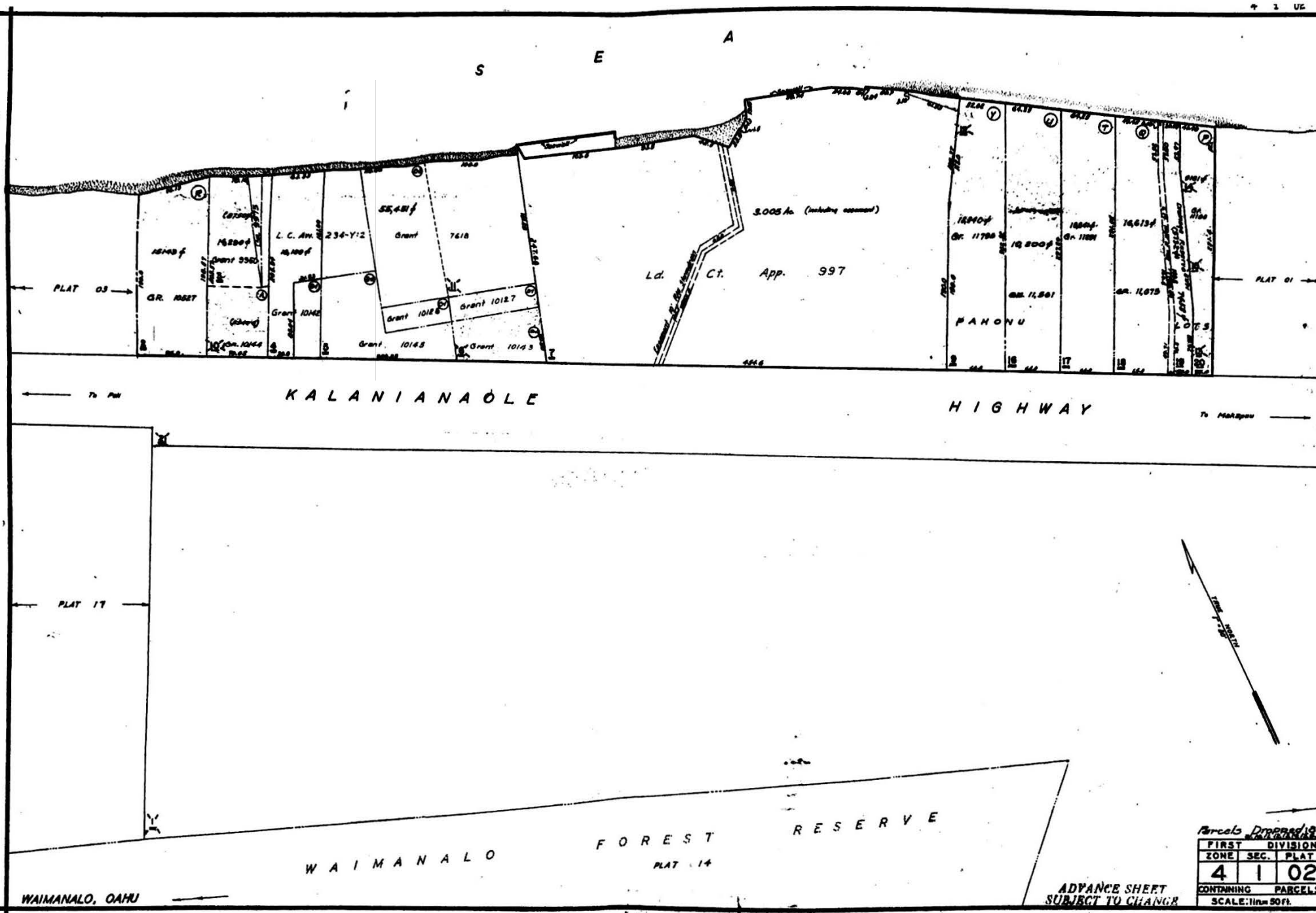
I hereby certify that Deeds of Registration dated July 25, 1932, and numbered 1061 has issued to Julia Grossman Wall covering the land described hereon and that Owner's Certificate of Title No. 11,293 has been transcribed therefrom.

Honolulu, T.H.
July 25, 1932.

[Signature]
Registrar of the Land Court.

Dated October 12, 1930
[Signature]

Orig. No: 1461
By: C.A. f. H.R. 5/1/47
Source: The Adams Building





Data reported by DLNR-LD

Alternate ID: (1) 4-1-002:007-A
County: Honolulu
Island: Oahu
Fee Owner: DLNR
Parcel Acreage: 0.0000
Updated: 5/19/2016

Data from Statewide GIS Program

State Land Use District: Urban

Data from Honolulu County sources

Owner(s): WAIMANALO PARADISE LLC
County Zoning: R-10 Residential District

Trust Land Status

Trust Land Status	Status Acreage	Determination Method
5(b)	0.0000	

Encumbrances reported by DLNR-LD

The following grid contains information regarding the encumbrances that DLNR-LD has issued over this parcel. These encumbrances may have been issued over multiple parcels, so it is important to note that the data within the grid, including the acreage and annual rent, pertain specifically to the encumbrances themselves, and not exclusively to this parcel which may be one of many parcels over which the encumbrances have been issued. Please review the encumbrance details for more information including a list of all parcels over which the encumbrance has been issued.

Identifier	Lessor Agency	Lessee	Area (ac)	Subtype	Character of Use	Annual Rent	Rent Notes
gl6083	DLNR-LD	Waimanalo Paradise, Llc	0.1040	Term Easement		\$0.00	

The content within the PLTIS, including maps and data, has been collected from multiple city, county, and state sources, and may not have been prepared for legal, engineering, or surveying purposes. Users of this content should consult the primary data sources to ascertain the accuracy and usability of the data. Data shall not be sent to third-parties without consulting with the source agency(s).



Imagery ©2018 Google, Map data ©2018 Google 50 ft

Measure distance
Total distance: 924.66 ft (281.83 m)



er's Beach Club

Google

Imagery ©2018 Google, Map data ©2018 Google 50 ft

Measure distance
Total distance: 672.29 ft (204.91 m)

Pāhonu

‘Elima haneli kapua‘i ka lōkihi a kanalima kapua‘i ka laulā o ka loko Pāhonu. I ke au kahiko, ua kapu nā honu a ‘o nā ali‘i wale nō kai hiki kē ‘ai ‘i‘o honu. Na ho‘okahi ali‘i, no kāna ‘ono nui i ka ‘i‘o honu, i ho‘okūkulu i ka pā honu no kāna mau honu. ‘O nā honu āpau i ‘apo ‘ia mai i Waimānalo (ma ka ‘ao‘ao 146) ua ho‘okomo ‘ia i loko ‘o ia loko. Ua ho‘oponopono ‘ia ka pā i nā 1960 paha.

Turtle enclosure

Pāhonu pond measures five hundred feet long and fifty feet wide. Turtles were traditionally kapu, and only the ali‘i could eat them. One ali‘i was so fond of turtle meat, he had a sea wall built for his turtles. Every turtle caught in Waimānalo (see page 146) was put into this pond. The pond wall was probably restored in the 1960s.

